

# CONTRACT

16PSX0094

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

Various Entities Listed on Exhibit E

**NASPO VALUEPOINT MULTI-STATE COOPERATIVE FOR: Box Truck  
Rental Services**

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This Contract (the "Contract") is made as of the Effective Date by and between the entities listed on Exhibit E (the "Contractor,"), acting by Meredith Perkins, its Secretary and the State of Connecticut, acting through its Department of Administrative Services ("DAS"), acting by Devin Marquez, its Assistant Procurement Director, in accordance with Sections 4a-2, 4a-51 and 4a-53 of the Connecticut General Statutes.

WHEREAS, NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a subsidiary of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint;

WHEREAS, NASPO ValuePoint facilitates administration of the NASPO Cooperative Group Contracting Consortium of State Chief Procurement Officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities for all states and the District of Columbia;

WHEREAS, pursuant to Section 4a-53 of the Connecticut General Statutes, DAS may join with federal agencies, other state governments, political subdivisions of the State or nonprofit organizations in cooperative purchasing plans when the best interests of the State would be served thereby; and

WHEREAS, DAS has determined that the best interests of the State will be served by leading and participating in this Contract, which is a part of the NASPO ValuePoint cooperative contract program.

The Contractor and the Lead State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
  - (b) Contractor: The entities listed on Exhibit E who execute this Contract to Perform Box Truck rentals.
  - (c) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. Contractor Parties do not include licensees or franchisees of Contractor.
  - (d) Day: All calendar days other than Saturdays, Sundays and days designated as national or State holidays upon which banks in Connecticut are closed.
  - (e) Force Majeure: Events that materially affect the cost or availability of the Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  - (f) Lead State: The State of Connecticut.
  - (g) NASPO ValuePoint: the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, whose role is to facilitate the administration of the NASPO cooperative group contracting

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consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities for all states, the District of Columbia and territories of the United States. NASPO ValuePoint's role is also to receive reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

- (h) Participating Addendum: A bilateral agreement executed by a Contractor and a Participating Entity, pursuant and subject to this Contract, which includes additional Participating Entity-specific terms and conditions, such as ordering procedures specific to the Participating Entity, and which is binding only upon the parties executing the bilateral agreement.
- (i) Participating Entity: A state, or other legal entity, that enters into a Participating Addendum.
- (j) Participating State: A state, the District of Columbia, or one of the territories of the United States that is listed in the Proposal as intending to participate in the Contract. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to become a Participating Entity.
- (k) Personal Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Personal Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (l) Personal Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Personal Information in any manner, including but not limited to the following occurrences: (1) any Personal Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Personal Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
- (m) Proposal: A submittal in response to a Request for Proposals.
- (n) Purchase Order: Any purchase order, sales order, contract or other document used by a Purchasing Entity to order Services under this Contract.
- (o) Purchasing Entity: The Lead State, Participating Entity or a city, county, district or other political subdivision of the Lead State or a Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues a Purchase Order against the Contract and becomes financially committed to the purchase of Services hereunder
- (p) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing and specific to Performance under the Contract, including but not

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limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

- (q) Request for Proposals: A Lead State request inviting proposals for goods or Services. Unless otherwise specified in a Participating Addendum, this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut.
  - (r) Services: The Performance of box truck rental services at the Rates set forth in Exhibit B and in accordance with the terms and conditions set forth in Exhibit A.
  - (s) Standard Rental Contract: means the Contractor's standard preprinted vehicle rental agreement, which vary by location and will be utilized by the Contractor for each box truck rental.
  - (t) State: Unless specifically identified as the State of Connecticut, in which case the reference is limited to the State of Connecticut, the state or territory of the United States of America in which the Participating Entity or Purchasing Entity is located.
  - (u) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
  - (v) Intentionally Omitted.
2. Term of Contract; Contract Extension. The Contract is effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut (the "Effective Date"), as evidenced by its signature below and will continue for two (2) years from the Effective Date. Upon mutual agreement by both parties, the parties may extend this Contract beyond the original contract period. For the avoidance of doubt, in the event either party wishes to extend this Contract in accordance with the foregoing sentence and the parties cannot mutually agree on pricing terms for the extended term prior to the expiration of the then-current term, the Contract shall terminate upon the expiration of the then-current term.
3. Description of Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
  - (b) Payment Terms and Billing for Direct Bill Arrangements: Payment for Services will be made at the completion of each rental transaction or, when charges for or actual Performance of the Services are in dispute, within 30 days following the date a correct invoice is received and accepted by the Participating Entity. After 45 days, when charges are not in dispute, the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will generally be remitted by ACH payment processing. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
  - (c) Intentionally Omitted.
  - (d) Price Adjustments:

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Prices for the Services listed in Exhibit B shall remain unchanged for twenty-four (24) months following the Effective Date of the Contract. In the event the Lead State elects to exercise its right to extend the Contract for either or both of the two optional one-year periods, the Lead State shall provide Contractor not less than ninety (90) days' advance written notice of its intent to do so. Contractor shall, within thirty (30) days following receipt of such notice, deliver to the Lead State any adjustments to the prices for the Services listed in Exhibit B that it may propose. The parties shall then have thirty (30) days within which to reach agreement on such adjustments, if any, and in the event the parties are unable to do so either party shall have the right to terminate the Contract at the expiration of the initial term or the expiration of the first optional extended term, as the case may be.

Notwithstanding the foregoing, the Contractor shall have the right to request a price adjustment during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract or any extension. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and/or market data, as support for the requested adjustment. DAS shall act in good faith and in a commercially reasonable manner in determining whether to approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to any entity other than DAS shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to an entity other than DAS shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular manufacturer- or market-based price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the next annual anniversary of the Effective Date. If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any reservations made prior to the effective date of the approval at the price in effect at the time of the reservation.

5. Reserved.
6. Participants; Purchase Order and Delivery. This Contract binds the Contractor to furnish and deliver to Purchasing Entities Services in accordance with Exhibit A and at the prices set forth in Exhibit B.
  - (a) Contractor may not deliver Services under this Contract until the Participating Entity and Contractor execute a mutually acceptable Participating Addendum and the Purchasing Entity has issued a Purchase Order and made a reservation for a vehicle rental.
  - (b) Intentionally Omitted.
  - (c) Intentionally Omitted.
  - (d) Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor shall become familiar with the Purchasing Entities' rules, policies and procedures.

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- (e) The Contract is applicable to any Purchase Order by a Purchasing Entity, except to the extent altered, modified, supplemented or amended by a Participating Addendum applicable to the Purchasing Entity. Any alterations, modifications, supplements or amendments to the Contract must be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the Purchase Order used by the Purchasing Entity to place the Purchase Order. Such alterations, modifications, supplements or amendments apply only to the Participating Entity signing the Participating Addendum and the Participating Entities or Purchasing Entities renting box trucks under said Participating Addendum.
- (f) Use of this Contract by State agencies, political subdivisions and other Participating Entities authorized by an individual State's statutes to use State contracts are subject to the approval of the respective State's chief procurement official. Subject to applicable laws, issues of interpretation and eligibility for participation are solely within the authority of the respective State's chief procurement official.
- (g) Obligations under this Contract are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the box truck rentals by the departments or other State agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@NASPOValuePoint.org to support documentation of participation and posting in appropriate data bases.
- (h) State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Contract between the Lead State and Contractor.
- (i) Entities who are not a State may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the chief procurement official of the State where the Participating Entity is located (or such other approval as may be required by law). Requesting entities shall coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the requesting entity. Prior to executing a Participating Addendum, each entity must ensure that it has the requisite procurement authority to execute a Participating Addendum.

#### 7. Contract Amendments.

No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by DAS and the Contractor and, if applicable, approved by the Connecticut Attorney General.

- 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the Lead State's rights or possible Claims.

#### 9. Termination.

- (a) Notwithstanding any provisions in this Contract, the Participating Entity, through a duly authorized employee, may terminate its Participating Addendum whenever Participating Entity makes a written determination that such termination is in the best interests of the Purchasing Entity. The Participating Entity shall notify the Contractor in writing of termination pursuant to this section,



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which notice shall specify the effective date of termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the Lead State. DAS shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (c) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (d) DAS shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of Notices hereunder, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services not being performed under outstanding Purchase Orders that are affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Purchasing Entity all Records belonging to the Purchasing Entity no later than thirty (30) days after the termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Purchasing Entity for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (e) Upon receipt of a written notice of termination from DAS, a Participating Entity or a Purchasing Entity, as applicable, the Contractor shall cease rentals to the applicable Purchasing Entity(ies) as terminating entity directs in the notice, and take all actions that are necessary or appropriate, or that the terminating entity may reasonably direct, for the protection, and preservation of the any Records or other property belonging to DAS or the Purchasing Entity, as applicable. Except for any work which the terminating entity directs the Contractor to Perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall cease renting box trucks hereunder.
- (f) The Purchasing Entity shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its Performance rendered and accepted by the Purchasing Entity in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Purchasing Entity is not obligated to tender to the Contractor any payments for anticipated or lost profits.
- (g) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (h) Upon termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (i) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

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10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the Lead State deems to be necessary or appropriate.

### 11. Breach.

- (a) If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective Contract termination date, then the non-breaching party may terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice following expiration, without cure, of the right to cure period.
- (b) If DAS believes that the Contractor has not performed according to the Contract, a Purchasing Entity of the State of Connecticut may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) With respect to breach of any Participating Addendum or Purchase Order issued by Purchasing Entities not part of the State of Connecticut, such Participating Entity or Purchasing Entity shall follow the procedures in paragraph 10(a) above. The Purchasing Entity may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Purchasing Entity notifies the Contractor in writing prior to the date that the payment would have been due.

### 12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's or Purchasing Entity's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any other rights, remedies or breach, or of any subsequent rights, remedies or breach.

### 13. Intentionally Omitted.

### 14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against the Contract for Performance.
- (b) Contract and Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and on all correspondence.

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(c) All Purchase Orders pursuant to this Contract must be in writing and, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Contract and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Contract identifier.

(d) All communications concerning administration of Purchase Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Purchase Order.

(e) Purchase Orders must be placed pursuant to this Contract prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Contract. Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

(f) Notwithstanding the expiration or termination of this Contract, Contractor shall Perform in accordance with the terms of any Purchase Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Purchase Orders placed after the expiration or termination of this Contract, or otherwise inconsistent with its terms. Purchase Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Contract may not be placed after the expiration or termination of this Contract, notwithstanding the term of any such indefinite delivery order agreement.

(g) A Contractor making delivery without a duly issued Purchase Order in accordance with this section does so at the Contractor's own risk.

### 15. Indemnification.

(a) The Contractor shall defend, indemnify and hold harmless NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable (the "Indemnified Parties"), from and against Claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from willful misconduct or negligent act(s), error(s), or omission(s) of the Contractor (collectively the "Acts"), its employees or subcontractors or volunteers, at any tier, relating to the performance under the Contract. Contractor's obligation under this Section shall not extend to any Claim to the extent caused by the negligent or willful misconduct of NASPO ValuePoint, the Lead State, any Participating Entity or Purchasing Entity or their respective agents, officials or employees. Unless stated otherwise in the applicable Participating Addendum, the Contractor shall use counsel reasonably acceptable to the relevant Indemnified Party in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of

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any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Contractor shall not be responsible for indemnifying or holding an Indemnified Party harmless from any liability arising due to the negligence of such Indemnified Party or any other person or entity acting under the direct control or supervision of that Indemnified Party.
- (c) The Contractor shall reimburse the affected Indemnified Party for any and all damages to the real or personal property of the Indemnified Party caused by the Acts of the Contractor or any Contractor Parties. The Indemnified Party shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, only to the extent the Contractor is alleged or is found to have contributed in part to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract.
- (f) This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage. Indemnified Parties shall be entitled to recover under any insurance policy required by this Contract even if a body of competent jurisdiction determines the Indemnified Party is contributorily negligent.

#### (g) Liability for Rental Truck

The Contractor shall provide damage waiver (with \$0 customer retained responsibility) and supplemental liability insurance coverage with each truck rental transaction (in the U.S. and Puerto Rico) at no additional cost to the Lead State, Purchasing Entity and Driver. This supplemental liability insurance must extend third party liability protection to the Purchasing Entity and Driver in a combined single limit amount per occurrence of not less than \$1,000,000.00 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental truck.

Subject to the actions that invalidate damage waiver as set forth in section (q) of Exhibit A. Contractor specifically waives any right to submit any claim against the Lead State, Purchasing Entity and Driver for any physical damage to, loss or theft of a truck provided under the Contract.

16. Forum and Choice of Law. Except as may be provided in a Participating Addendum, the parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the Lead State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

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- (a) Perform fully under the Contract;
  - (b) Intentionally Omitted;
  - (c) Intentionally Omitted;
  - (d) With respect to the provision of Services, pay for all required permits, licenses and fees and give all required notices;
  - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the applicable Freedom of Information Act or other applicable law; and
  - (f) Intentionally Omitted.
18. Intentionally Omitted.
19. Intentionally Omitted.
20. Reserved.
21. Intentionally Omitted.
22. Emergency Standby Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster materially impacting the Purchasing Entity, the Purchasing Entity may request the Services on an expedited and prioritized basis. Upon receipt of such a request, the Contractor shall use good faith and commercially reasonable efforts to allocate its staffing and other resources in an effort to meet the emergency requirements of the Purchasing Entity. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor breach any other contractual obligations that the Contractor may have to any other party. Any reallocation of staffing and/or resources undertaken by Contractor in good faith in an attempt to meet Purchasing Entity's requirements in such emergency situations shall not require Contractor to transfer personnel or vehicles from other locations without appropriate compensation for the actual expense involved in doing so. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours. If the Contractor fails to acknowledge receipt within 2 hours, or is unable to meet the emergency needs of the Purchasing Entity after taking such commercially reasonable efforts to do so, then Purchasing Entity may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against the Lead State, Participating Entity or Purchasing Entity.
23. Intentionally Omitted.
24. Force Majeure. The Lead State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales under the Contract for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval. This limitation does not preclude publication about the award of the Contract and marketing activities consistent with any proposed and accepted marketing plan. The Contractor

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shall not make any representations of the Lead State's or NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Services that are the subject of this Contract without prior written consent.

26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may terminate the Contract if the Contractor fails to comply with the Act, to the extent applicable.
27. Representations and Warranties. The Contractor, represents and warrants to the Lead State for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in their respective States/jurisdictions in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the Lead State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the Lead State's Codes of Ethics and (2) the applicable provisions of Title 4a concerning Lead State purchasing;
  - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or any State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
  - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
  - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
  - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity terminated;
  - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

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- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the Lead State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) Intentionally Omitted;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) Intentionally Omitted;
- (v) Intentionally Omitted;
- (w) Intentionally Omitted;

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- (x) Intentionally Omitted;
  - (y) Intentionally Omitted;
  - (z) the Services do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party; and
  - (aa) the Purchasing Entity's use of the Services shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
  - (bb) Intentionally Omitted;
  - (cc) Intentionally Omitted.
28. Effect of Rental Contract. The parties acknowledge and agree that the Standard Rental Contracts supplement this Contract and are incorporated by reference herein. The standard pre-printed terms and conditions located in or incorporated by reference into the Standard Rental Contracts that directly conflict or modifies the terms of the Contract, a Participating Addendum or a Purchase Order are not binding on the parties and have no force or effect with regard to the terms of this Contract.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Contract and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Contract, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Contract and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually

31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are



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applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Lead State shall provide a copy of these orders to the Contractor.

33. Intentionally Omitted.

34. Intentionally Omitted.

35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The Lead State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services  
165 Capitol Ave, 5<sup>th</sup> Floor South  
Hartford, CT 06106-1659  
Attention: Lynn Peccerillo-Hills

If to the Contractor:

EAN Services, LLC  
Attention: Sarah DaDalt  
8 Ella Grasso Turnpike  
Windsor Locks, CT 06096

With a copy to:

Enterprise Holdings, Inc.  
600 Corporate Park Drive  
St. Louis, MO 63105  
Attention: General Counsel

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37. Insurance. Unless otherwise agreed in a Participating Addendum, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the Lead State, Participating Entities or Purchasing Entities and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Lead State, Participating Entities or Purchasing Entities.
- (a) Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Contract's termination or, at a Participating Entity's option, result in termination of its Participating Addendum
  - (b) Commercial General Liability covering the acts and omissions of Contractor and its employees: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
  - (c) Automobile Liability which may be self-insured: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
  - (d) Contractor must comply with the workers compensation insurance requirements of the state in which the applicable Participating Entity and Purchasing Entity is located. For the Lead State, Contractor must provide Workers' Compensation as follows: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
  - (e) Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Contract and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor
  - (f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
  - (g) Claims Made: Not acceptable with the exception of Professional Liability when specified.
  - (h) Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides for written notice of cancellation to be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, a state Participating

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Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

- (i) Contractor shall furnish to the Lead State copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Contract, the execution of a Participating Addendum, and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Contract's termination or the termination of any Participating Addendum.
- (j) Contractor shall provide an annual electronic update of the insurance documents required in this section to the Lead State, through an electronic format reasonably acceptable to the Lead State, on or before each anniversary of the Effective Date during the Term.
- (k) Coverage and limits shall not limit Contractor's liability and obligations under this Contract, any Participating Addendum, or any Purchase Order.

38. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

39. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a) its certificate of incorporation or other organizational document;
- b) more than a controlling interest in the ownership of the Contractor; or
- c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

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42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
43. Intentionally Omitted.
44. Background Checks. The Lead State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other Lead State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the Lead State and its agents in connection with such background checks.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Intentionally Omitted.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
49. Confidential Information. The Lead State, Participating Entities and Purchasing Entities will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Lead State, Participating Entity or Purchasing Entity receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut, and, if applicable, Participating Entity's Open Records or Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the entity receiving the FOIA

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request will endeavor to keep said information confidential to the extent permitted by applicable law. Lead State, Participating Entities and Purchasing Entities, however, have no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Lead State, Participating Entities or Purchasing Entities have any liability for the disclosure of any documents or information in their possession which they believe are required to be disclosed pursuant to the applicable FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.
51. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to Perform under any or all other Purchase Orders or Participating Addenda (“Other Agreements”) that the Contractor or Contractor Parties have under this Contract. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements, then DAS may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of Lead State ethics laws developed by the Lead State Ethics

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Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals, the Contract, the Participating Addendum or any other document or instrument relating to any of them shall be construed as a modification, compromise or waiver by the Lead State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the Lead State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of any of them. To the extent that this section conflicts with any other section in this Contract, the Request for Proposals or in any document or instrument relating to any of them, this section shall govern.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Certification as Small Contractor or Minority Business Enterprise.  
This paragraph was intentionally left blank.
57. Campaign Contribution Restriction. For all Lead State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the Lead State Elections Enforcement Commission's notice advising Lead State contractors of Lead State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. Health Insurance Portability and Accountability Act.  
This paragraph was intentionally left blank.
59. Protection of Personal Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state laws and this Agreement concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
- (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;

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- (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
  - (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted wirelessly across public networks.
- (c) In the event of a Personal Information Breach, Contractor shall follow the requirements set forth in the Participating Addendum and State Law.
- (d) The Contractor shall require Contractor Parties to safeguard Personal Information in accordance with this Agreement and any Participating Addendum.
60. Audit Requirements for Recipients of State Financial Assistance.  
This paragraph was intentionally left blank.
61. NASPO ValuePoint Terms.
- (a) NASPO ValuePoint is not a party to the Contract. However, the Lead State reserves the right in its sole discretion to assign contract administration functions, such as report receipt and coordination of vendor performance reviews, to NASPO ValuePoint.
- (b) NASPO ValuePoint Cooperative Program Marketing and Performance Review.
- (1) Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Contract, including the competitive nature of NASPO ValuePoint procurements, the participating addendum process, and the manner in which qualifying entities can participate in the Contract.
  - (2) Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- (c) Administrative Fees
- (1) The Contractor shall pay to NASPO ValuePoint, or its assignee, an administrative fee ("NASPO ValuePoint Administrative Fee") of one-quarter of one percent (0.25% or 0.0025) of all time and mileage revenue from the Services in each quarter no later than sixty (60) days following the end of each calendar quarter.
  - (2) The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on the dollar value of box truck rental services at the Rental Duration and "Mileage Rate" as set forth in Exhibit B, which excludes sales of fuel or other goods and Services, taxes, assessments, fees, surcharges, government charges, facility charges, and concession recovery

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charges, and any other charges itemized on the invoice which Contractor is required by a third party to collect.

- (3) The NASPO ValuePoint Administrative Fee is not negotiable.
- (4) Some States may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state.
  - i. For all such requests, the fee level, payment method and schedule for such reports and payments must be incorporated into the Participating Addendum that is made a part of the Contract.
  - ii. The Contractor may adjust the Contract pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of such States.
  - iii. Such agreements will not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the State requesting the additional fee.
  - iv. The NASPO ValuePoint Administrative Fee will be based on the Rental Duration and "Mileage Rate" as set forth in Exhibit B, at the adjusted prices, if any, in Participating Addenda.
- (d) Summary and Detailed Usage Reports. Contractor shall provide the following NASPO ValuePoint reports. Additional reports may be required as identified by the Participating Entity in its Participating Addendum.
  - (1) Summary Sales Data: The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any and all sales made under this Contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than sixty (60) days following the end of the calendar quarter (as specified in the reporting tool).
  - (2) Detailed Sales Data: Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to locations; (4) Purchasing Entity Account identifier/number(s); and (5) Transaction Date. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than sixty (60) days after the end of the calendar quarter. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Contract. The format for the detailed sales data report is in shown in Exhibit D- NASPO ValuePoint Detailed-Sales Reporting.



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- (3) Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.
- (4) Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint cooperative development coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- (5) Timely submission of these reports is a material requirement of the Contract. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

#### (e) NASPO ValuePoint eMarket Center.

(1) In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop for the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

(2) The Contractor will be included in the eMarket Center database through inclusion of "Ordering Instructions." Ordering Instructions are a brief summary that provide customers information regarding the Contractor's website and ordering information and will be available at no cost to the Contractor. The Contractor is required, at a minimum, to participate in the eMarket Center by facilitating the inclusion of Ordering Instructions in the eMarket Center and permitting Purchasing Entities to order through the eMarket Center in accordance with the Ordering Instructions.

(3) At a minimum, the Contractor agrees to the following timeline: NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO to provide any unique information and ordering instructions that the Contractor would like the customer to have.

#### (f) Records Administration and Audit by Purchasing Entities Outside Connecticut.

- (1) The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and rentals by Purchasing Entities under it to the extent and in such detail as

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shall adequately reflect performance and administration of payments and fees. Contractor shall, upon thirty (30) days' prior written notice, permit a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to rental transactions by a Purchasing Entity under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions, during normal business hours and at Participating Entity's/Purchasing Entity's cost. This right shall survive for a period of four (4) years following termination of this Contract or final payment for any rental by a Purchasing Entity against this Contract, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder, but Contractor shall have no obligation to retain records relating to any vehicle rental transaction hereunder for more than (4) years following completion of such transaction.

(2) Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Participating Entity or Purchasing Entity for any overpayments inconsistent with the terms of the Contract or underpayment of fees found as a result of the examination of the Contractor's records.

(g) Governing Law for Rentals by Purchasing Entities Outside Connecticut.

(1) The construction and effect of the terms of any Participating Addendum or Purchase Order against the Contract shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

(2) Venue for any claim, dispute, or action concerning the any Purchase Order placed against the Contract or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

#### 62. Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Purchase Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Purchase Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Purchase Orders placed under this Contract.

#### 63. Assignment of Antitrust Rights.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

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Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Contract or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT  
Department of Administrative Services

\_\_\_\_\_

\_\_\_\_\_

Name: Meredith Perkins  
in her capacity as Secretary  
of each of the entities identified  
in Exhibit E

Name: Devin Marquez, Assistant Director of  
Procurement

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
OFFICE OF THE ATTORNEY GENERAL

BY: \_\_\_\_\_

EILEEN MESKILL  
ITS ASSISTANT ATTORNEY GENERAL

DATE: \_\_\_\_\_

**Contract # 16PSX0094**

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obligations under this Contract or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.




---

Name: Meredith Perkins  
in her capacity as Secretary  
of each of the entities identified  
in Exhibit E

Date: DEC 13 2017

STATE OF CONNECTICUT  
Department of Administrative Services

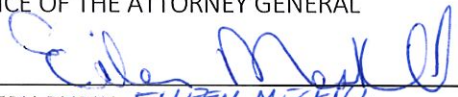


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Name: ~~Carol Wilson~~, Director of Procurement  
*Devin Marquez DA Assistant*

Date: 12/19/2017

APPROVED AS TO FORM:  
OFFICE OF THE ATTORNEY GENERAL

BY:   
JOSEPH RUBIN *EILEEN MESKILLO*  
ITS ASSOCIATE ATTORNEY GENERAL  
*ASSISTANT*

DATE: 12/19/17

## EXHIBIT A

### DESCRIPTION OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

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#### **1. DESCRIPTION OF SERVICES:**

##### **(a) Contractor Requirements:**

Contractor shall allow truck pickup and return from the locations included in Exhibit D - Branch Locations.

Contractor shall have and maintain all required licenses, bonding, facilities, equipment, trucks, and trained personnel necessary to perform the requirements specified in this Contract throughout its term.

Contractor's personnel shall be knowledgeable about the terms and conditions of the Contract.

Contractor shall have nationwide direct billing capabilities. Participating Entity will choose whether to establish direct billing at the time of creating the Participating Addendum between the Participating Entity and the Contractor.

Contractor shall have on-line booking capabilities.

Contractor shall accept all major credit cards for purchases via phone, Internet, email or direct billing.

Contractor shall have a 24 hour customer service number accessible by a toll free telephone number the Driver can call to speak with someone that can resolve problems that arise.

Contractor shall rent trucks to Drivers (defined as properly licensed employees of a Purchasing Entity, 21 years of age and older) without any additional prequalification or additional fees or surcharges. The Contractor shall allow more than one Driver to drive a rental truck under the same terms and conditions of the Contract. Contractor reserves the right to maintain a "Do Not Rent" (DNR) list of Drivers who have operated rented vehicles in any manner listed in Section (q).1 of this Exhibit A.

Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in Exhibit B – Price Schedule.

##### **(b) Rental Conditions**

The Contract is for the purpose of rental and nothing may be construed as transferring to any Purchasing Entity any ownership right, title, or interest in or to any truck. Purchasing Entity is not granted and shall not have any right or option to purchase any rental truck either during the term or on expiration of a rental period. This is not a financing agreement or lease.

##### **(c) Maintenance and Operating Expenses**

The only operating expense Purchasing Entity will be responsible for is fuel. All other maintenance and operating expenses (including insurance) are the responsibility of the Contractor. Contractor shall supply trucks that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.

## EXHIBIT A

### DESCRIPTION OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

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#### **(d) Truck Downtime**

Upon notification by the Purchasing Entity or Driver, and at no additional charge, the Contractor shall immediately replace trucks that, in the Purchasing Entity or Driver's judgment, become impaired or unsafe to operate through no fault of Purchasing Entity or Driver. For circumstances resulting from the Driver's fault which are not covered by the damage waiver, such services will still be provided, but will be at the Purchasing Entity's expense. Contractor shall deliver the replacement truck to a location determined by the Purchasing Entity or Driver. Contractor shall be responsible for all repairs and towing of the truck except for repairs and/or towing caused by or made necessary by the acts or omissions of Driver or resulting from the use or operation of the truck in violation of Section (q) 1 and not covered under any damage waiver provided by the Contractor.

#### **(e) Assignment**

Purchasing Entity will require the primary Driver to not allow anyone other than another Driver to operate a rented truck.

#### **(f) Accidents**

Purchasing Entity will require Driver to promptly notify the Contractor of all accidents involving any truck in its possession, including the time, place and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses, owners of property damaged, the place at which Contractor may examine the truck and such other information as may be known by the Driver, and shall promptly advise Contractor of all third party correspondence, papers, notices and documents delivered to the Driver in connection with any claim or demand involving or relating to any truck or its operation. Purchasing Entity and Driver shall reasonably cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

#### **(g) Reserved**

#### **(h) Reservations**

Contractor shall accept reservations made at least 48 hours in advance in accordance with the terms of this section. Reservations may be made by Purchasing Entity or Driver. Contractor shall satisfy 95% percent of Purchasing Entity or Driver reservations when 48 hours' notice for reservations is given by Purchasing Entity or Driver. If a reserved truck is not available at the time of pickup by the Driver, Contractor shall substitute a truck of similar or greater quality at no additional cost. Contractor shall note on the invoice that a truck of same or greater quality was substituted at no additional cost.

The Contractor will hold the reserved truck for three (3) hours after the Driver's estimated time of arrival prior to release. Whenever possible, the Purchasing Entity or Driver will provide the Contractor a minimum of 8 hours advance notice of any change of travel plans necessitating truck cancellation or delayed pickup, however, in no situation shall the Lead State, Purchasing Entity or

## EXHIBIT A

### DESCRIPTION OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

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Driver be liable for payment of "no shows". Drivers and Purchasing Entity will cancel reservations in the same manner they were made when possible.

#### **(i) Reservation Systems/Options**

Contractor shall maintain an Internet reservation system where Driver can access the rates under the Contract. Contractor shall also accept reservations at branch locations via walk-in or local telephone number. Contractor personnel at all Contractor locations must have access to the rates and terms and conditions contained in the Contract.

#### **(j) Short Notice Reservations**

When possible, the Contractor shall accept short notice reservations. Contractor shall not charge additional fees for short notice reservations.

#### **(k) Truck Pickup/Return**

Contractor will make all reasonable efforts to expedite the pickup and return of trucks. Truck pickup and return should routinely be accomplished within a total of 30 minutes from initial Driver contact with the Contractor.

Area maps will be provided to Drivers free of charge upon request. Truck will be furnished with a minimum one half tank of fuel. Contractor will also provide the Driver with accident, repair, and truck return instructions. Contractor shall provide to Driver a completed copy of the standard rental form showing total charges to be billed for the rental.

#### **(l) Contract Adherence**

Contractor shall ensure that at all Contractor locations, Contract prices and terms and conditions are available and that there is 100 percent Contract adherence by Contractor.

#### **(m) Pricing**

##### **1. Round Trip Rentals**

Contractor shall charge the rates listed in Exhibit B – Price Schedule for the rental of trucks at each branch location.

Rates under the Contract are not subject to blackout dates and do not require a minimum rental period.

Rates do not include refueling charges; taxes; bond issues imposed by government bodies; any convenience options listed that the Driver may purchase, assessments, fees, surcharges, government charges, facility charges, and concession recovery charges, and any other charges itemized on the invoice which Contractor is required by a third party to collect. Contractor shall itemize those charges as separate line items on the rental agreement and add the charges to the base rate when they are applicable specifically to the Purchasing Entity. Where the Purchasing Entity is not exempt from sales taxes on sales

## EXHIBIT A

### DESCRIPTION OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

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within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry.

#### **2. One Way Rentals**

The Contractor does not offer one-way truck rentals.

#### **3. Long Term Rental Discounts**

Contractor may offer Discounts for specific vehicles kept "long term," which means for a period of one (1) year or more.

#### **4. Investigative Assistance**

The Contractor shall assist any investigative unit of a Purchasing Entity concerning alleged wrongdoing or suspected fraud or abuse by any Driver or by Purchasing Entities doing business with the Contractor. Reciprocal assistance from the Purchasing Entity with regard to investigations will be provided to the Contractor.

#### **(n) Branch Locations**

The branch locations will be in a permanent structure, well-lighted, clean, properly maintained and clearly identified as the truck rental Contractor with whom the reservation was made.

#### **(o) Additional Requirements**

##### **(1) Nationwide Roadside Assistance**

Contractor will offer nationwide roadside assistance to assist Drivers when they lose keys, get flat tires, are involved in accidents, or experience mechanical failure. Contractor shall have a dedicated 24 hour nationwide roadside assistance line available to Purchasing Entity and/or Driver.

There is no general additional charge for roadside assistance, however, charges may apply for service calls related to lost keys, running out of gas, filling a diesel truck with gasoline or other roadside assistance needs resulting from improper use of the vehicle, as described in subparagraph (q)(1) below, or other fault of the Driver. Roadside charges will vary based upon location and necessary type of service or repair.

##### **(2) Convenience Options**

Upon request, the Contractor will provide convenience options such as furniture pads and hand trucks at the rates listed in Exhibit B.

##### **(3) Hourly Rate**

The Contractor does not provide vehicles on an hourly basis.

#### **(p) Truck Requirements**

1. Contractor shall maintain a sufficient number of trucks on hand to meet the needs of Purchasing Entities with advance reservations.



## EXHIBIT A

### DESCRIPTION OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

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2. **Required Trucks/Equipment:** Contractor shall certify that odometer and original miles are the same and are accurate. Minimum standard equipment maintained in each rental vehicle must include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags (if available from manufacturer) and all season radial tires. Contractor shall equip and maintain all rental trucks to meet all federal, state and local truck safety standards, codes, and ordinances. Contractor shall include a Manufacturer's owner's manual in each rental truck.
3. At time of truck pickup, Contractor shall provide to the Purchasing Entity or Driver a truck that has been inspected and maintained in accordance with the truck manufacturer recommended maintenance specifications and any Department of Transportation regulations. This shall include but not limited to providing trucks with functioning headlights, running lights, brake lights; proper hub oil, engine oil, windshield washer and diesel exhaust fluids, coolant, power steering and brake fluid levels; tire pressure as recommended by the manufacturer; coolant protected to -20 degrees; and clean condition (inside and out). All trucks must be in a like-new condition with no body damage or mechanical problems.
4. Where inclement winter weather is possible, upon request by the Purchasing Entity or Driver, truck must be equipped with tires as appropriate and furnished with an ice scraper.
5. **Truck Classes:** Contractor shall have available for rent under the Contract the truck classifications listed on Exhibit B – Price Schedule.
6. **Licensing Requirements:** Contractor shall secure, maintain and pay for any federal, state and local operational and vehicle licenses required to provide the services as referenced in the Contract.
7. **Non-Smoking Trucks:** All trucks rented under the Contract must be non-smoking meaning that previous renters did not smoke tobacco products inside the truck, and, likewise, Drivers shall not smoke tobacco products inside any truck.

#### **(q) Purchasing Entity and/or Driver Responsibilities**

##### **1. Proper Use of Truck**

Trucks may not be used or operated:

- a) by a Driver who is under the influence of alcohol or any prohibited drugs;
- b) for any illegal purpose;
- c) to carry passengers or property for hire;
- d) in a test, race or contest;
- e) by unlicensed Purchasing Entity employees;

EXHIBIT A

DESCRIPTION OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

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- f) by a person other than the Driver outside of the United States except where such use is specifically authorized by the Contract;
- g) on an unpaved, or non-publicly maintained road, except as provided in this sub-paragraph (g) below or when the Contractor has otherwise agreed in writing beforehand (Notwithstanding contrary provisions in any Standard Rental Contract, the Contractor authorizes Purchasing Entities and their Drivers to operate rental vehicles off a paved road in the United States, but only on road surfaces intended for the use of private passenger motor vehicles or on roads closed due to construction (but only if the rental vehicle is being used in connection with Purchasing Entity's business use and in connection with such construction), or on other unpaved surfaces such as campgrounds, agricultural fields, work sites and other surfaces suitable and capable of safely accommodating the rental vehicle given all of the relevant conditions. Such use shall not be deemed a violation of the Standard Rental Contract. Operation off a paved road as set forth herein will not affect the damage waiver and liability protection coverage provided to Purchasing Entity and any Drivers pursuant to this Contract unless the Driver fails to comply with the proper use of vehicle described in section (q)(1) of this Exhibit A or any other terms of the Standard Rental Contract;
- h) by a Purchasing Entity employee who is under 21 years of age;
- i) by a Driver or occupant who is smoking;
- j) Other than in the ordinary course of Driver's business;
- k) For the transport of goods, products or persons for hire as a common carrier, a contract carrier or a private carrier of property or passengers;
- l) To haul or store hazardous materials or pollutants of any kind or nature, including without limitation, explosives, chemicals, corrosives or medical waste;
- m) Intentionally in areas of civil unrest, including, without limitation labor strike areas;
- n) With a load in excess of the Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per vehicle manufacturer's specifications and/or guidelines;
- o) With occupants exceeding the number of seat belts provided in vehicle by the manufacturer, with occupants outside of passenger compartment of vehicle or to transport or store livestock;

## EXHIBIT A

### DESCRIPTION OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

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- p) To tow or push anything without the Contractor's prior written permission. If Contractor grants permission, the Driver/Renter will abide by all manufacturer's specifications and requirements and all legal and regulatory obligations regarding towing;
- q) Without sufficient levels and types of fuel, coolants, lubricants and/or other fluids;
- r) In a reckless or wanton manner;
- s) In any race, speed test, or contest;
- t) By any person other than a Driver;
- u) By anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the rental period; who has obtained the keys without permission of Contractor; or who misrepresents or withholds facts to/from Contractor material to rental, use or operation of vehicle;
- v) In interstate commerce; or
- w) For any purpose in violation of any federal, state or municipal law, ordinance or regulation.

Any use or operation of a truck in violation of the foregoing, or any improper fueling or improper use of fluids in the truck including but not limited to oil or Diesel Exhaust Fluid (DEF), will invalidate the damage waiver and the third party liability insurance coverage described in Contract Section 15 (g).

#### **2. Refueling**

Driver will return the truck with the same amount of fuel as when the Driver picked it up.

#### **3. Inspection**

For rentals of two days or longer, the Lead State shall provide the following written instruction to Participating Entities and Purchasing Entities.

"Contractor requires Drivers to perform daily visual inspections of headlights, running lights, brake lights, hub oil, where applicable, turn signals, and to check engine oil, windshield washer and diesel exhaust fluids, coolant, power steering and brake fluid levels; tire pressure and any damages to the rental vehicles. If the Driver identifies that any of these items are not functioning, fluid levels are low, tire pressure is not at the manufacturer's recommended pressure or any damages to the rental vehicle, the Driver will notify the applicable rental location, which shall provide instruction as to the handling of the applicable matter. If the vehicle's ABS light is illuminated, Driver shall not drive the vehicle and must contact the applicable rental location for further instruction. If, at any time, it is determined that the hub oil in the vehicle is below the minimum level, as indicated on the hubcap window, or Driver notices what appears to be a leak, Driver

## EXHIBIT A

### DESCRIPTION OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

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may not drive the vehicle and must have it towed to a repair shop designated by Contractor at the Contractor's expense. Participating Entities and Purchasing Entities are required to communicate these requirements to Drivers.

#### **4. Maintenance**

Upon three (3) days' prior notification from the Contractor, Purchasing Entity agrees to make themselves and each truck available for the purposes of inspection and/or maintenance every thirty (30) days. Contractor shall perform preventive maintenance and warranty repairs, at Contractor expense if necessary as a result of such inspections. If preventative maintenance and/or repairs are required at a location other than Purchasing Entity's offices, Contractor will provide a replacement truck during the performance of maintenance or other repairs at no additional charge.

#### **(r) Accident Reports**

Purchasing Entities may require the Contractor to provide a report documenting accidents involving trucks rented to Purchasing Entities (Accident Report). Each Participating Addendum will outline its Accident Report requirements. Under no circumstances will any statement contained in any Accident Report be read as an admission of any liability or waiver of sovereign immunity.

#### **(s) Motor Carrier Safety Review**

Participating Entities may require the Contractor to be subject of a Safety Fitness Review (SFR). Each Participating Addendum will outline its SFR requirements.

## **2. ADDITIONAL TERMS AND CONDITIONS:**

### **(a) Participating Entity Contacts**

The Contractor shall develop and maintain a list of Purchasing Entity contacts and designated billing office contacts. The Purchasing Entity shall provide its designated authorized officer(s) and designated billing office contact(s). The Contractor shall add this information to the list upon receipt from the Purchasing Entity.

### **(b) Operation Instruction**

Upon request and at no additional cost, Contractor shall provide basic instruction on the operation of equipment, but assumes no responsibility for the proper and safe operation of the equipment.

### **(c) Ordering**

Contract order and Purchase Order numbers must be clearly shown on all acknowledgments, invoices, and on all correspondence

Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of services contemplated by this Contract.

EXHIBIT A

DESCRIPTION OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

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All communications concerning administration of orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Purchase Order.



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions of solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil Penalties** – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties** – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such Individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



NASPO Cooperative Purchasing Organization, LLC

Cooperative Contract Sales Reporting Data Requirements and Data Format

This is the minimally acceptable reporting requirement for NASPO ValuePoint cooperative contracts. These elements are NOT negotiable. The field size of certain elements may be adjusted, with authorization from NASPO ValuePoint Cooperative Development Team to accommodate differences in the Vendor Contract Number size.

Lead zeros should be avoided if possible. Fields should be right justified. Field with no data should be left blank.

Reports should be submitted in Microsoft Excel 97-13 format or an equivalent approved by the NASPO ValuePoint Cooperative Development Team.

Field Name	COL #	Field Description	Data Type	Field Size
VENDOR NAME	A	Name of Vendor		
VENDOR CONTRACT NUMBER	B	Lead State assigned contract number (using Lead State's numbering protocol)	Alpha Numeric	5
STATE	C	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)	Alpha Numeric	2
CUSTOMER TYPE (SEGMENT)	D	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	45
BILL TO NAME	E	Customer (agency) Bill to name	Alpha Numeric	60
BILL TO ADDRESS	F	Customer (agency) Bill to address	Alpha Numeric	40
BILL TO CITY	G	Customer (agency) Bill to city	Alpha Numeric	40
BILL TO ZIPCODE	H	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
SHIP TO NAME	I	Customer (agency) Ship to name	Alpha Numeric	60
SHIP TO ADDRESS	J	Customer (agency) Ship to address	Alpha Numeric	40
SHIP TO CITY	K	Customer (agency) Ship to city	Alpha Numeric	40
SHIP TO ZIPCODE	L	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
ORDER NUMBER	M	Vendor assigned order number	Alpha Numeric	20
CUSTOMER PO NUMBER	N	Customer provided Purchase Order Number	Alpha Numeric	20
CUSTOMER NUMBER	O	Vendor assigned account number for the purchasing entity	Alpha Numeric	20
ORDER TYPE	P	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	35
PO DATE (ORDER DATE)	Q	(mm/dd/ccyy)	Numeric	8
SHIP DATE	R	(mm/dd/ccyy)	Numeric	8
INVOICE DATE	S	(mm/dd/ccyy)	Numeric	8
INVOICE NUMBER	T	Vendor assigned Invoice Number	Alpha Numeric	20
PRODUCT NUMBER	U	Product number of purchased product	Alpha Numeric	25
PRODUCT DESCRIPTION	V	Product description of purchased product	Alpha Numeric	60
UNSPSC	W	Commodity-level code based on UNSPSC code rules	Alpha Numeric	8
LIST PRICE/MSRP/CATALOG PRICE	X	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]	Numeric	10
UNIT PRICE	Y	Unit Price - US Currency (\$99999.999)	Numeric	10
QUANTITY	Z	Quantity Invoiced (\$9999.999)	Numeric	11
TOTAL PRICE	AA	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$99999999.999)	Numeric	13
NASPO VALUEPOINT ADMIN FEE	AB	Administrative Fee based on Total Price - US Currency (\$999999.999)	Numeric	13
VAR/Reseller/Distributor	AC	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located (may be a code with a cross reference sheet provided)	Alpha Numeric	30
Energy Star Compliant	AD	Yes = 1 No = 2 Energy Star Does not Apply = 0	Numeric	1
EPEAT Compliant	AE	Gold = 1 Silver = 2 Bronze = 3 EPEAT Does not Apply = 0	Numeric	1
Optional	AF		Alpha Numeric	60
Optional		[ADDITIONAL OPTIONAL COLUMNS MAY BE ADDED BASED ON APPROVAL FROM WNCDDT]	Alpha Numeric	60

August 14, 2009



NASPO ValuePoint Cooperative Contract Sales Report  
 Summary for NASPO ValuePoint Master Agreement:  
 Manufacturer Name:

10/20/2017 7:58

Mandatory Columns		Report Period:																												Optional Columns					
Contract #	Field Size	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32		
Contract #	Field Size	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32		

2014-2019		State		Customer		Bill to		Ship to		Order		Customer		PO Date		Ship Date		Invoice		Product		UNSPSC		List		Quantity		Total Price		Admin Fee		Energy Star		Optional -		
Vendor Name	Contract Number	Contract # (last 4)	Office (last 4)	Customer Type	Bill to Name	Bill to Address	Bill to City	Bill to Zipcode	Ship to Name	Ship to Address	Ship to City	Ship to Zipcode	Order Number	Customer PO Number	Customer Number	Order Type	PO Date	Ship Date	Invoice Date	Invoice Number	Product Number	Product Description	Commodity	Price/MSRP	List Price	Quantity	Total Price	Admin Fee	Energy Star	Compliant	Optional -	Optional -				

## **Exhibit E**

### **Subsidiaries of Enterprise Holdings, Inc.**

Enterprise Leasing Company of STL, LLC  
Enterprise Leasing Company of Georgia, LLC  
Enterprise Leasing Company of Florida, LLC  
Enterprise Leasing Company of KS, LLC  
EAN Holdings, LLC  
Enterprise Leasing Company of Orlando, LLC  
Enterprise Leasing Company of Indianapolis, LLC  
Enterprise Rent-A-Car Company of Boston, LLC  
Enterprise Leasing Company of Denver, LLC  
Enterprise Leasing Company of Chicago, LLC  
Enterprise RAC Company of Maryland, LLC  
Enterprise Leasing Company of Philadelphia, LLC  
Enterprise RAC Company of Baltimore, LLC  
Enterprise Leasing Company of Minnesota, LLC  
Enterprise Leasing Company of Detroit, LLC  
Enterprise Leasing Co of Norfolk/Richmond, LLC  
Enterprise Rent-A-Car Co of San Francisco, LLC  
ELRAC, LLC  
SNORAC, LLC  
Enterprise Rent-A-Car Company of Sacramento, LLC  
Enterprise Rent-A-Car Company of Los Angeles, LLC  
CLERAC, LLC  
Enterprise Rent-A-Car Company of Pittsburgh, LLC  
Enterprise Rent-A-Car Company of Wisconsin, LLC  
Enterprise Rent-A-Car Company of UT, LLC  
CAMRAC, LLC  
Enterprise Rent-A-Car Company of Rhode Island, LLC  
Enterprise Leasing Company of Phoenix, LLC  
Enterprise Leasing Company - Southeast, LLC  
Enterprise Leasing Company - West, LLC  
Enterprise Leasing Company - South Central, LLC  
PENRAC, LLC  
Enterprise Rent-A-Car Company - Midwest, LLC  
Enterprise RAC Company of Montana/Wyoming, LLC  
PRERAC, Inc.